

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF NEW YORK**

UNITED STATES OF AMERICA,

Plaintiff,

**STIPULATED SETTLEMENT
AGREEMENT AND ORDER OF
FORFEITURE**

v.

5:09-CV-40 (NAM/GJD)

**\$4,000.00 IN UNITED STATES CURRENCY;
\$817.75 IN UNITED STATES CURRENCY; AND
2001 BMW, 7 SERIES, 740IL, VIN #WBAGH83401DP32320,
NEW YORK LICENSE PLATE #DXD-2737,
Defendants.**

THIS COURT having before it the Stipulated Agreement of the parties to the above-referenced action, and the parties having agreed to its terms as indicated by their signatures, it is hereby;

ORDERED, that the defendant Vehicle, 2001 BMW, VIN#WBAGH83401DP32320, is forfeited to the United States of America, and it is further;

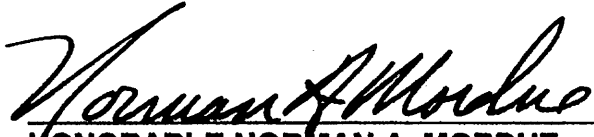
ORDERED, that the United States Marshals Service for the Northern District of New York will be directed to dispose of the defendant vehicle in accordance with law and it is further;

ORDERED, that the sum of \$4,817.75 in United States currency shall be returned to claimant Betty Mulkey by and through her attorney, Jennifer Gale Smith, Esq., 500 South Salina Street, Syracuse, New York 13202 and it is further;

ORDERED, that each side bear its own costs and it is further;

ORDERED, that the Clerk of the Court shall enter judgments of forfeiture to the United States of America in accordance with the terms of this Order.

Dated: April 16, 2009



HONORABLE NORMAN A. MORDUE
CHIEF UNITED STATES DISTRICT JUDGE

HOLD HARMLESS AND RELEASE AGREEMENT

**Property Seized: \$4,000.00 IN UNITED STATES CURRENCY;
\$817.75 IN UNITED STATES CURRENCY; AND
2001 BMW, 7 SERIES, 740IL, VIN #WBAGH83401DP32320,
NEW YORK LICENSE PLATE #DXD-2737,**

In exchange for the return of the sum of \$4,817.75 in United States currency, **Betty Mulkey**, hereby agrees to forfeit the defendant vehicle to the United States of America for disposition in accordance with law and to release and forever discharge the United States, Bureau of Alcohol, Tobacco, and Firearms, its officers, agents, servants and employees, their heirs, successors, or assigns, from any and all actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims and/or demands whatsoever in law or equity that Betty Mulkey, or her heirs, successors, or assigns ever had, now have, or may have in the future in connection with the seizure, detention and/or release by agents of the Department of Justice, of the above listed property.

Betty Mulkey, further agrees to hold and save the United States, Bureau of Alcohol, Tobacco, and Firearms, its officers, agents, servants and employees, their heirs, successors, or assigns, harmless from any claims by any other person, including costs and expenses for or on account of any and all lawsuits or claims of any character whatsoever in connection with the detention, seizure, and/or release by agents of the Department of Justice of the above listed property.

Dated: 4-9, 2009

BY:

Betty Mulkey
Betty Mulkey, Claimant

Witnessed by:

Joanne Polio

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2001 BMW, 7 SERIES, 740IL, VIN #WBAGH83401DP32320,
NEW YORK LICENSE PLATE #DXD-2737,
Defendants.**

IT IS HEREBY STIPULATED AND AGREED by and between the plaintiff, United States of America, and its attorneys, Andrew T. Baxter, Acting United States Attorney for the Northern District of New York and Carla Freedman, Assistant United States Attorney, and claimant, Betty Mulkey, through her attorney, Jennifer Gale Smith, Esq., that:

WHEREAS, the United States of America filed a Verified Complaint for Forfeiture against the defendants, **\$4,000.00 in United States currency; \$817.75 in United States currency; and 2001 BMW, 7 Series, 740IL, VIN #WBAGH83401DP32320 (09-CV-40)** in which it alleged that the defendant currency constitutes 1) money, negotiable instruments, securities and other things of value furnished and intended to be furnished in exchange for a controlled substance in violation of the Controlled Substance Act; 2) proceeds traceable to such an exchange; and 3) money, negotiable instruments, and securities used and intended to be used to facilitate a violation of the Controlled Substance Act in violation of Title 21 U.S.C. §881, and subject to forfeiture pursuant to 21 U.S.C. §881 (a)(6); and the

defendant vehicle is subject to forfeiture pursuant to 21 U.S.C. 881(a)(4) as it constitutes a conveyance, which includes an aircraft, vehicle, or vessel, which was used or intended to be used to transport or facilitate in any manner, the sale, receipt, possession, or concealment of (1) controlled substances which were manufactured, distributed, or acquired in violation of the Controlled Substances Act; (2) the raw materials, products, and equipment used, or intended to be used, in manufacturing, processing, delivering, importing, or exporting any controlled substance in violation of the Controlled Substances Act; or 93) chemicals and drug manufacturing equipment imported, exported, manufactured, possessed, distributed, dispensed, acquired, or intended to be so used, in violation of the Controlled Substances Act.

WHEREAS, Betty Mulkey is the person claiming an ownership interest in the defendant \$4,817.75 in United States currency;

WHEREAS, upon information and belief, the known potential claimant to the defendant property is not in the military service of the United States and is not an infant nor incompetent person; and

WHEREAS, all the parties desire settlement of this matter without the need for further litigation;

NOW THEREFORE, the parties agree as follows:

1. That defendant vehicle shall be forfeited to the United States of America and the sum of \$4,817.75 in United States currency shall be returned to the claimant, Betty Mulkey by and through her attorney, Jennifer gale Smith, Esq.

2. The claimant, Betty Mulkey , relinquishes and agrees to forfeit all of her right, title and interest in the defendant vehicle to the United States of America.

3. The claimant, Betty Mulkey, shall sign a release and hold harmless agreement in the form attached hereto.

4. The United States Marshals Service will be directed to dispose of the defendant vehicle in accordance with law.

5. The claimant agrees that she did not substantially prevail in this claim, and each of the parties agrees to bear their own costs and any and all attorneys fees acquired by the parties as the result of the seizure are the responsibility of each of the parties.

6. The terms and conditions herein represent the whole and complete agreement between the parties, and no other terms, conditions, previous agreements, or memoranda will be demanded, excepted, requested or performed by the parties.

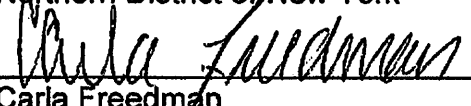
7. This Court shall retain jurisdiction in the case for the purpose of enforcing the terms of this agreement.

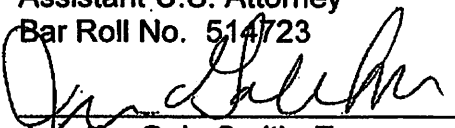
Dated: 4/10/09

Dated: 4/9/09

Dated: 4-9-09

ANDREW T. BAXTER
ACTING UNITED STATES ATTORNEY
Northern District of New York


Carla Freedman
Assistant U.S. Attorney
Bar Roll No. 514723


Jennifer Gale Smith, Esq.
Attorney for the Claimant
Bar Roll No. 101734


Betty Mulkey, Claimant